

### **REMARKS**

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

New claims 11-19 have been added.

This amendment adds, changes and/or deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending the claims as set forth above, claims 1-19 are now pending in this application.

#### **Claim for Foreign Priority**

Applicant notes that the Office has not acknowledged Applicant's claim for foreign priority and receipt of a copy of a certified copy from the International Bureau. Applicant respectfully requests that the Office acknowledge Applicant's claim for foreign priority and receipt of a copy of the certified copy with the next Office correspondence.

#### **Information Disclosure Statements**

Applicants acknowledge that the Office Action included a signed copy of a PTO/SB/08 form included with an Information Disclosure Statement that was filed on October 6, 2005. However, foreign patent documents A2-A5 noted in the SB/08 form were crossed out. These references are FR 2 814 512, EP 1 205 332, DE 34 46 752, and EP 0 908 374.

As was noted in the IDS, Applicants did not submit copies of these documents because it was believed that copies of documents cited in the International Search Report would be supplied by WIPO, as was customary. For convenience, a copy of the SB/08 form and copies of these references are attached to this response, along with commercially available English abstracts. As noted in the Information Disclosure Statement, references A2-A5 were cited during the search of the corresponding International Application and should be considered as being in compliance with the USPTO's requirements under 37 C.F.R. §§ 1.97, 1.98, and M.P.E.P. § 609.

Applicant respectfully requests that the Office provide a signed and initialed copy of the SB/08 form with the next Office correspondence. Applicant regrets any inconvenience that may have been caused by their good faith belief that the document copies would be supplied to the PTO by WIPO.

Applicant further notes that an Information Disclosure Statement and PTO/SB/08 form were submitted on April 14, 2008. Applicant respectfully requests that the Office provide a signed and initialed copy of this SB/08 form with the next Office correspondence.

**Rejection under 35 U.S.C. § 102**

Claims 1-7 are rejected under 35 U.S.C. § 102(a) as allegedly being anticipated by EP 1 205 332 to Cerrato (hereafter "Cerrato"). This rejection is respectfully traversed.

Claim 1 recites a heat exchanger, comprising fixing elements comprising predetermined points of fracture, wherein: at least one of the fixing elements comprises a first area and a second area with a quick-acting connection between these two areas, in each case one of the two areas is an inseparable component of the heat exchanger, when the quick-acting connection is closed, the two areas engage positively with one another with a fixing effect, the quick-acting connection of one of the two areas is provided with at least one predetermined point of fracture, the connection means provided with the at least one predetermined point of fracture is located on the area which can be separated from the heat exchanger. Claims 2-7 depend from claim 1.

Cerrato discloses one embodiment of a collector tank 10 that includes an integral bracket 12 with an integral fixing pin 20 that can fail. See paragraphs 0006, 0007, and Figures 1-5 of Cerrato. However, the fixing pin 20 is not located on a fixing element area that can be separated from a heat exchanger because the pin 20 is integral with the bracket 12 and the collector tank 10.

Cerrato also discloses another embodiment of a tank 10 with an integral base 40 and a hooking seat 42 and undercut groove 44. See paragraph 0008 and Figure 6 of Cerrato. A pin 46, which is separate from the tank 10, includes deformable teeth 48 that engage with the groove 44 of the hooking seat 42. See paragraph 0008 and Figure 9 of Cerrato. The pin 46 includes a restricted section 50 that acts as a failure initiation point. See paragraph 0008 and Figure 10 of Cerrato.

However, Cerrato does not disclose a heat exchanger, comprising fixing elements, wherein “at least one of the fixing elements comprises a first area and a second area with a quick-acting connection between these two areas,” wherein “the quick-acting connection of one of the two areas is provided with at least one predetermined point of fracture, and wherein “the connection means provided with the at least one predetermined point of fracture is located on the area which can be separated from the heat exchanger,” as recited in claim 1.

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). See generally M.P.E.P. § 2131. Here, Cerrato does not anticipate claims 1-7 because Cerrato does not disclose all of the features of claim 1. The connection portion of Cerrato’s pin 46 is not provided with a predetermined point of fracture because the restricted section 50 of the pin 46 is not part of the deformable teeth 48 that connect the pin 46 to the undercut groove 44 of the hooking seat 42. Instead, as shown in Figure 10 of Cerrato, the restricted section 50 is located behind the deformable teeth 48.

Reconsideration and withdrawal of this rejection is respectfully requested for at least the reasons discussed above.

### **Rejection under 35 U.S.C. § 103**

Claims 8-10 are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Cerrato in view of U.S. Patent No. 4,579,184 to Hiramoto (hereafter “Hiramoto”). This rejection is respectfully traversed.

Claim 8 depends from claim 1. Hiramoto fails to remedy the deficiencies of Cerrato discussed above in regard to independent claim 1. Furthermore, Hiramoto discloses a mount 5 made of a resilient, elastic material, such as rubber. See col. 5, line 59, to col. 6, line 8, of Hiramoto. Such a resilient, elastic mount would not be configured to include a predetermined point of fracture because a mount of a resilient, elastic material would preferably deform and release a connection instead of fracturing.

Claim 9 recites a heat exchanger, comprising a mounting between an upper support and a lower support lying roughly in a common vertical plane, wherein: a first area and a second area of a first fixing element in a quick-acting connection engage with one another in

the manner of a dovetail connection and connect the heat exchanger to the lower support, a first area and a second area of a second fixing element engage with one another in a telescopic manner and connect the heat exchanger to the upper support, in each case those areas of the quick-acting connections which can be separated from the heat exchanger engage with the supports, wherein the quick-acting connections include at least one predetermined point of fracture. Claim 10 depends from claim 9.

As discussed above in regard to claim 1, the connection portion of the pin 46 of Cerrato is not provided with a predetermined point of fracture, as recited in claim 9. The teachings of Hiramoto fail to remedy the deficiencies of Cerrato. Therefore, it would not have been obvious to combine the teachings of Cerrato and Hiramoto to provide the heat exchanger of claim 9. Reconsideration and withdrawal of this rejection is respectfully requested.

#### **New Claims**

New claims 11-19 have been added. Claims 11-19 depend from claim 1 and are allowable over the prior art for at least the reasons discussed above and for their respective additional recitations.

#### **CONCLUSION**

Applicants submit that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing or a credit card payment form being unsigned, providing incorrect information resulting in a rejected credit card transaction, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith,

Applicants hereby petition for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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